

### CIVIL FORFEITURE SETTLEMENT AGREEMENT

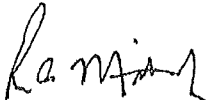
In light of the Criminal Enforcement Agreement between Gibson Guitar Corp., the Criminal Division of the United States Attorney's Office for Middle District of Tennessee, and the Environmental Crimes Section of the United States Department of Justice, Gibson Guitar Corp. ("Gibson") and the Asset Forfeiture Division of the United States Attorney's Office for the Middle District of Tennessee ("the United States") enter into the following civil forfeiture settlement agreement, by signature of their properly empowered representatives:

With respect to the seized property in United States of America vs. Ebony Wood in Various Forms, Middle District of Tennessee, Case No. 3:10CV00747; United States of America vs. 25 Bundles of Indian Ebony Wood, Middle District of Tennessee, Case No. 3:11CV00913; and motions filed under Miscellaneous No. 3:12MC0014 (collectively, "the Defendant Property"), Gibson hereby withdraws any and all claims in the above referenced cases, including any Administrative claims or claims for attorney's fees, costs, and damages. Following Gibson's withdrawal of claims and answers, the Defendant Property will be processed in accordance with the law applicable to forfeiture proceedings and consistent with the terms below. This Settlement Agreement does not represent a determination/conclusion that Gibson acted illegally in the importation of these shipments.

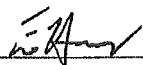
Gibson will submit, and the Government will accept as timely, a Petition or Petitions for Remission to the Department of the Interior as to the Defendant Property in United States of America vs. 25 Bundles of Indian Ebony Wood, Case No. 3:11CV00913, and as to the seized property referenced in Miscellaneous No. 3:12MC0014. The United States will cooperate and take additional actions that may be necessary, reasonable, and appropriate in support of the Petitions. The Parties acknowledge and agree to cooperate fully and to execute any other supplementary documents and to take other additional actions that may be necessary, reasonable, and appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

This Settlement Agreement contains the entire agreement of the Parties with regard to the matters set forth. This Settlement Agreement may not be modified, amended or changed in any way unless in a writing executed by each of the Parties and/or the duly authorized representatives of the Parties.

THE PARTIES HAVE READ, UNDERSTAND, AND FREELY AND VOLUNTARILY AGREE WITH ALL OF THE PROVISIONS AND TERMS STATED ABOVE.

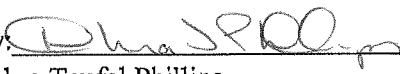
  
\_\_\_\_\_  
Gibson Corporate Representative  
Title EVP AND GENERAL COUNSEL

8/13/012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attorney for Gibson

8/13/12  
Date

Jerry E. Martin  
United States Attorney  
Middle District of Tennessee

By:   
\_\_\_\_\_  
Debra Teufel Phillips  
Assistant United States Attorney  
Asset Forfeiture Coordinator

8/13/12  
Date